

**REQUEST FOR PROPOSALS
FOR THE COLLECTION AND DISPOSAL
OF RESIDENTIAL SOLID WASTE IN THE
COUNTY OF PENDLETON, KY**

1. It is the intent of the County of PENDLETON to accept bids for a Franchise to use the roads of PENDLETON County for the purpose of collection, transportation, and disposal of all residential solid waste generated within the county.

- A. Residential solid waste will be defined as household waste generated from single- family residences with a maximum of two (2) dwelling units per building. Apartment complexes composed of multiple buildings in a common location are not included in this franchise agreement.
- B. The Franchisee will be required to bill each residential solid waste generator individually. The County of PENDLETON will have no responsibility for any billing or collection.
- C. The Franchisee will provide door-to-door collection for each residence and mobile recycling bins (at no expense to the County) up to a maximum of five (5) at designated sites for the collection of recyclable materials within the County. Residents will be informed in writing by the Franchisee of a time window when residential solid waste will be collected. There will be a limit of three (3) containers per residence. If a residence has more than three (3) or large or bulky items it is their responsibility to make arrangements with the Franchisee for pick-up.
- D. The Franchisee will provide all labor and equipment necessary to comply with the terms of the franchise agreement. Only closed trucks, maintained in a clean and sanitary condition, shall be used within the county. The Franchisee is responsible for complying with all local, state and federal laws, particularly those pertaining to the collection, transportation and final disposal of solid waste.
- E. The Franchisee will dispose of all residential solid waste collected within PENDLETON County at the Rumpke PENDLETON County Landfill.
- F. Standby equipment must be available and ready to operate in case of breakdown or accidents involving regular equipment. A list of all equipment available to service the County of PENDLETON must be submitted with the proposal.
- G. The Franchisee will make a specific contact person and telephone number available to the County Solid Wasted Coordinator and County Judge Executive. This number will be available to all customers for registering any complaints pertaining to service provided under this franchise.
- H. The Franchisee will ensure that the driver of each refuse truck utilizes adequate procedures to safely maintain the continued flow of traffic when operating on any public thoroughfare.

- I. No collections shall be made before 6:00 AM or after 5:00 PM
- J. For each violation of any of the terms and provisions of the franchise agreement, the Franchisee shall be liable to PENDLETON County for a civil penalty of \$250 for each violation, and each day of any continuation thereof.
- K. No collection shall be made on Sundays, Christmas or New Year's Day. In years when Christmas and New Year's fall on regular collection days, the first business day following the holiday will be the designated day of service. This shall not interfere with collection on the normally scheduled routes. The Franchisee shall make provisions to ensure no reduction in service during any holiday week. A written report must be submitted to the County Solid Waste Coordinator or County Judge Executive to ensure service will not be disrupted to customers.
- L. To assist bidders in calculating their bids the following information may be used:
 - 1. Population: 14,877
 - 2. Total number of single family residences served: 3250
 - 3. Total number of apartment buildings: One
 - 4. Miles of County and State Roads: 450
- M. The term of the franchise agreement shall be two years, with four options for extensions of two years each, and extension prices should be included in the bid. Bid prices are meant to reflect only the current regulatory requirements of state, local and federal agencies and governments.
- N. If bid is selected, the Bidder shall provide monthly management reports to PENDLETON County 109 Board that includes the volume of solid waste collected, land filled and recycled.
- O. A Fuel Surcharge may be included in the quarterly statement but may not exceed a total of four (4) percent of the monthly residential collection amount.

II. If selected to receive the franchise, the Franchisee must comply with the following requirements:

- A. Provide documentation that all waste is collected, handled, transported and disposed of according to law.
- B. Cause to be issued and maintained the following policies of insurance:
 - 1. Worker's Compensation Insurance, as required by the terms of Chapter 342 of the Kentucky Revised Statutes, and Employer's

Liability Insurance with a limit of no less than \$100,000 per occurrence.

2. A policy of insurance by which the insurance company agrees to pay, on behalf of the Franchisee and the County, all sums which they shall become legally obligated to pay as damages resulting from any action of the Franchisee in the performance of the terms and conditions of the franchise agreement, with limits of One Million (\$1,000,000) Dollars per occurrence.
- C. Provide a \$10,000 letter of credit to the County for payment of any and all sums determined by the County to be due for civil penalties for violations of the franchise agreement.
- D. Provide monthly management reports to Pendleton County 109 Board that include, at a minimum, the volume of solid waste collected, land filled and diverted from the waste stream. The report shall also include the number and nature of any operational complaints received by the Franchisee from any source.
- E. Register and comply with Pendleton County Occupational Payroll Tax requirements.
- F. Provide, at the time of proposal submission, a list of all municipal accounts within the Northern Kentucky area, along with contact names and phone numbers for those accounts.
- G. The Franchisee who received this franchise must be prepared to begin full operation, including the completion of all preliminary customer notifications, on or before July 1, 2012.

III. Severance Clause:

- A. The County of PENDLETON is operating under an approved solid waste management plan, officially approved by the Kentucky Division of Waste Management on January 1, 1998 and updated periodically.
- B. If the County should elect to institute some type of collection/disposal Method other than Franchisee's such as mandatory collection, the County may withdraw, or make appropriate changes agreeable to both parties, from the contract Franchisee upon a ninety (90) day written notice.
- C. Either party may discontinue the franchise agreement without cause upon the providing of a ninety (90) day written notice.

FRANCHISE PROPOSAL FORM
MUST BE USED FOR PROPOSAL

PLACE MONTHLY COST PER RESIDENTIAL HOUSEHOLD IN BLOCK BELOW DATE:

JULY 1, 2012 JUNE 30, 2014	JULY 1, 2014 JUNE 30, 2016	JULY 1, 2016 JUNE 30, 2018	JULY 1, 2018 JUNE 30, 2020	JULY 1, 2020 JUNE 30, 2022

- CONTRACT MAY BE EXTENDED FOR A TWO YEAR PERIOD UPON APPROVAL OF BOTH PARTIES.
- PROOF OF INSURANCE DOCUMENTS MUST BE ATTACHED TO PROPOSAL
- LETTER OF CREDIT MAY BE PROVIDED AT TIME OF CONTRACT SIGNING.

NAME OF COMPANY SUBMITTING PROPOSAL

SIGNATURE OF PERSON AUTHORIZED TO SIGN CONTRACT